

Conciliation Agreement

Between

THE U.S. DEPARTMENT OF LABOR

OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS

And

BECHTEL OIL, GAS, & CHEMICALS, INC.

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Bechtel Oil, Gas, & Chemicals, Inc. (BOGC) establishment located at 3000 Post Oak Blvd, Houston, TX 77056 beginning in April of 2013. OFCCP shared its findings with BOGC in a Pre-Determination Notice (PDN) dated August 2, 2019, and additional findings in a Notice of Violations (NOV) issued on April 17, 2020 and a Show Cause Notice (SCN) issued on August 5, 2020 that alleges BOGC failed to comply with Executive Order 11246, as amended (E.O. 11246 or the Executive Order), and its implementing regulations at 41 Code of Federal Regulations (C.F.R.) Chapter 60.

In the interest of resolving the findings without engaging in further investigation and in exchange for sufficient and valuable consideration described in this document, OFCCP and BOGC enter into this Conciliation Agreement (Agreement) and its attachments, and the parties agree to all the terms therein.

The attachments to this Agreement are deemed incorporated into this Agreement.

II. General Terms and Conditions

1. In exchange for BOGC's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246 based on the violations alleged in the NOV and SCN. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if BOGC violates any provision of this Agreement, as set forth in Paragraph 11, below. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. OFCCP may review BOGC's compliance with this Agreement. As part of this review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. BOGC will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all hard copy or electronic reports and documents it requests, including those specified in this Agreement.
3. Nothing in this Agreement relieves BOGC of its obligation to fully comply with the requirements of E.O. 11246, Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 (Section 503), the Vietnam Era Veterans Readjustment Assistance Act

of 1974, as amended, 38 U.S.C. § 4212 (VEVRAA), their implementing regulations, or other applicable laws requiring nondiscrimination or equal employment opportunity through affirmative action.

4. BOGC and OFCCP agree that any release of claims required by this Agreement will only pertain to claims under E.O. 11246.
5. BOGC agrees that it will not retaliate against any potential or actual beneficiary of this Agreement or against any person who files a complaint, who has provided information or assistance, or who participates in any manner in any proceeding in this matter.
6. The parties understand the terms of this Agreement and enter into it voluntarily.
7. This Agreement, including its attachments, constitutes the entire Agreement and represents the complete and final understanding of the parties. This Agreement contains all of the terms binding the parties and it supersedes all prior written and oral negotiations and agreements. Any modifications or amendments to this Agreement must be agreed upon in writing and signed by all parties. If an administrative error is found, OFCCP will work in good faith with all parties to make the correction.
8. This Agreement becomes effective on the day it is signed by the Southwest and Rocky Mountain Regional Director (Effective Date).
9. If one or more provisions of this Agreement is deemed unlawful or unenforceable, the remaining provisions will remain in full force and effect.
10. This Agreement will expire sixty (60) days after BOGC submits its final progress report required in Section VIII, below, unless OFCCP notifies BOGC in writing before the expiration date that BOGC has failed to fulfill all of its obligations under the Agreement. In this instance, the Agreement is automatically extended until the date that OFCCP determines BOGC has met all of its obligations under the Agreement.
11. If BOGC violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-1.34 will govern:
 - i. OFCCP will send BOGC a written notice stating the alleged violations and summarizing any supporting evidence.
 - ii. BOGC shall have fifteen (15) days from receipt of the notice to respond, except in those cases in which such a delay would result in irreparable injury to the employment rights of affected employees or applicants.
 - iii. If BOGC is unable to demonstrate that it has not violated the Agreement, or if OFCCP alleges irreparable injury, enforcement proceedings may be initiated immediately without issuing a show cause notice or proceeding through any other requirement.

- iv. In the event of a breach of this Agreement by BOGC, OFCCP may elect to proceed to a hearing on the entire case and seek full make-whole relief, and not be limited to the terms agreed to in the Agreement.
 - b. BOGC may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 C.F.R. 60-1.27, and/or other appropriate relief for violating this Agreement.
- 12. BOGC denies it has committed any violation of the Executive Order, Section 503 or VEVRAA, nor has there been an adjudication on the merits regarding any such violation.
- 13. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
- 14. The parties understand and agree that nothing in this Agreement is binding on other governmental departments or agencies other than the United States Department of Labor.
- 15. Each party shall bear its own fees and expenses with respect to this matter.
- 16. This Agreement is limited to the facts of this case. Neither this Agreement, nor any part of the negotiations that occurred in connection with this Agreement, shall constitute admissible evidence with respect to any OFCCP policy, practice or position in any lawsuit, legal proceeding, administrative proceeding, compliance evaluation or audit, except for legal or administrative proceedings concerning the enforcement or interpretation of this specific Agreement.
- 17. All references to "days" in this Agreement, and in the Timeline included as Attachment B, are calendar days. If any deadline for an obligation scheduled to be performed under this Agreement falls on a weekend or a Federal holiday, that deadline will be extended to the next business day.

III. Discrimination Violation

- 1. VIOLATION: OFCCP found, as of April 1, 2013, statistically significant disparities in pay disfavoring female employees in the CSA-Engineer Pay Analysis Group (PAG), in violation of E.O. 11246 Section § 202 and 41 CFR § 60-1.4(a)(1). OFCCP also found unexplained pay differences between male and female employees affecting 10 females in the following job titles: Control Systems Engineer Supervisor II; Electrical Senior Engineer I, Project Engineering Senior Engineer I, and Senior Package Equipment Engineer.

REMEDY: BOGC will proactively analyze its compensation decisions to ensure non-discrimination with respect to female employees in PAG and aforementioned job titles at its facility located at 3000 Post Oak Blvd, Houston, TX 77056 and will provide an appropriate remedy to the impacted female employees including back pay, salary

adjustments and career development opportunities. Additionally, BOGC will provide training to employees involved in making salary determinations, adjustments and promotion decisions as set forth in Section VI 1.c.

IV. Financial Remedy – Back Pay

1. **Monetary Settlement.** BOGC agrees to pay a total of \$200,000 in back pay and interest. The settlement amount is a negotiated amount that represents estimated back pay and accrued interest. BOGC's share of taxes on the portion representing back pay (such as federal, state and/or local taxes and Federal Income Contributions Act (FICA)) is not part of the Settlement Fund. BOGC will be responsible for all employer-paid taxes. The total settlement amount includes \$180,000 in back pay and \$20,000 in interest to resolve pay disparities found by OFCCP in its 2013 audit of BOGC against females identified listed on Attachment A.

2. **Allocation**

- a. **Total Amount to be Allocated.** The back pay and interest amount of the Settlement Fund, will be distributed among the eligible employees (this includes former employees) as explained in this Section. Individual distributions will include appropriate deductions for each individual's share of payroll deductions required by law on the portion representing back pay only, such as federal (FICA and Federal Unemployment Tax Act (FUTA)), state or local taxes.
- b. **Affected Employees Eligible to Receive Payments.** The Settlement Fund will be distributed to all Employees (identified in Attachment A) who timely respond to the Notice Process as explained below, and whose eligibility is verified (Eligible Class Members). These individuals will be listed on the Final List of Eligible Class Members (Final List). OFCCP will determine the final amount for each Eligible Class Member.
- c. **Payments to Eligible Employees.** OFCCP will provide BOGC a list of the payment amount for each Eligible Class Member on the Final List by the date set forth on the Timeline. BOGC will issue checks or make electronic payments to each Eligible Class Member in the stated amount by the date set forth on the Timeline. BOGC will provide OFCCP with documentation of all payments made, all payments returned as undelivered, and all checks not cashed by the deadline set forth on the Timeline. Any check that remains uncashed 180 days after the initial date the check was mailed to the Eligible Class Member will be void. With respect to any uncashed funds, BOGC will make a second distribution to all Eligible Class Members who cashed their first check.
- d. **Tax Payments, Forms and Reporting.** BOGC will pay its share of social security withholdings, and any other tax payments required by law from additional funds separate from the Settlement Fund. BOGC shall mail to each Eligible Class Member an IRS Form W-2 for that portion of the payment representing back pay and an IRS

Form 1099 for that portion of the payment representing interest. These IRS forms will be provided to the Eligible Class Members either at the time of payment, electronically or with the settlement checks, or at the end of the year. No Eligible Class Member will be required to complete a W-4 or W-9 in order to receive payments under this settlement.

3. Notice Process

- a. **Notice Documents.** BOGC will distribute Notice Documents contained in Attachment C to Affected Employees identified in Attachment A. The Notice Documents include a Notice, Release of Claims, and Information Verification Forms. The Notice Documents will make clear the information about the settlement is being provided by or on behalf of the U.S. Department of Labor.
- b. **Timeline.** Attachment B sets forth the agreed Timeline for Notice and for the parties' other obligations under this Agreement.
- c. **Distribution of Mail Notice to Affected Employees.** BOGC will provide initial notice by regular first-class mail. BOGC will send copies of the Notice, Verification Form and Release, as described above, including a postage-paid return envelope, by first class mail to the best available mailing address for each Affected Employee, by the date set forth in the Timeline. If envelopes from the initial mail notice are returned with forwarding addresses, BOGC will re-mail the Notice Documents within five (5) days of receipt of the forwarding address.

Based on the response to the initial mailing, BOGC will provide OFCCP the names of individuals who did not respond to the Notice Documents or submit both documents required to participate in the settlement by the date set forth in the Timeline. OFCCP will provide BOGC with updated information for the second mailing in accordance with the Timeline. BOGC will send a second mail distribution to Affected Employees who fail to respond to the first mailing.

- d. **Notice Deadline.** The final deadline for any Affected Employee to respond to the Notice and Timeline Documents will be set forth in these documents and be 90 days from the Effective Date. The parties will prominently display this deadline on all materials they distribute in paper or online form regarding this Agreement and explain that failure to respond by this deadline will result in a forfeiture of any relief provided by this Agreement.
- e. **Final List of Eligible Class Members.** The Final List will include all Affected Employees who timely respond to the Notice and submit the Verification Form and Release by the deadline set forth in the Notice and Timeline Documents and whose eligibility is verified by OFCCP. BOGC will establish the Final List and submit it to OFCCP by the date set forth in the Timeline. OFCCP shall make the final determinations of eligibility and return to BOGC the individual back pay amounts.

- f. **Documentation of Payments.** By the deadline set forth in the Timeline, BOGC will provide OFCCP with copies of cancelled checks or electronic documentation of all payments to Eligible Employees, including the amounts paid, the date payment was sent, the date payment was received or the check cashed, and any uncashed or returned checks. In the event of a second distribution, BOGC will provide similar documentation on the second distribution.

V. Financial Remedy – Salary Adjustments

1. To proactively facilitate compliance with Executive Order 11246, BOGC will conduct the Annual Analysis set forth in Part V (2)(a) below. BOGC agrees that it will allocate a minimum of Fifty Thousand Dollars (\$50,000) for the annual pay adjustments in Part V (2)(b) ("Pay Adjustments"). If the Pay Adjustments are less than \$50,000, BOGC will use the differential between the Pay Adjustment for the next year.

2. Annual Analysis:

- a) For BOGC's fiscal years 2021 and 2022, BOGC will continue to conduct annual pay equity analyses of its Houston employees to ensure pay equity for women, using the methodology described in Attachment D. BOGC will use a snapshot from data on April 1, 2021 and April 1, 2022.
- b) Beginning in BOGC's fiscal year 2021 and the following fiscal year 2022, BOGC will make annual pay equity adjustments by June 15, 2021 and June 15, 2022, using the adjustment process described in Attachment D.
- c) The methodology set forth in Attachment D is to be used by the parties for these settlement purposes only, and it shall not be precedent in any future OFCCP investigations, proceedings, or other conciliation agreements.
- d) Any alleged breach by BOGC of the specific requirements of Part V of this Agreement shall be subject to the enforcement provisions in Part II (11) but shall not affect the Parties' agreement to resolve OFCCP's allegations contained in the NOV and SCN in exchange for the settlement payments of \$200,000 in back pay and interest as outlined in Part IV of this Agreement.

VI. Modifications to Compensation Practices and Other Relief

1. BOGC agrees to the following:
 - a. **Self-Analysis of Pay Disparities:** Pursuant to 41 CFR 60-2.17(b), BOGC will review annually its compensation policies and practices to ensure they comply with 41 CFR 60-1.4(a)(1). This includes monitoring base salary as well as the administration of non-base compensation, for any indication of statistically significant disparities based on race and/or gender and will investigate and remedy any such inequity. If any such disparities cannot be explained by legitimate factors, then BOGC will remedy such disparities through salary adjustments. BOGC will also evaluate whether starting

salaries, salary increases, promotion decisions, level designation, and job assignments have a disproportionately negative effect on the compensation of female employees. If these decisions have an adverse impact on female employees, BOGC will consider alternative practices that satisfy business necessity without causing a disparity.

- b. Revised Policies and Procedures. BOGC will review and, as necessary, revise its compensation practices and establish monitoring and oversight mechanisms to ensure that all aspects of its compensation system provide an equal opportunity to all of its employees as required by 41 CFR 60-1.4(a). All revised pay practices must ensure nondiscrimination in rates of pay or other forms of compensation.
- c. Training. BOGC must provide training to all of its managers and supervisors who make compensation decisions at the location covered in this agreement, as well as to all human resources personnel at this establishment. This training will include subjects of equal employment opportunity rights and responsibilities, and training on any new policies and practices established pursuant to section b above. This training must include a formal assessment to ensure that managers who have completed the training understand and can implement the requirements to (1) follow compensation practices that do not discriminate on the basis of race and sex, (2) consistently and fairly implement the new or revised written practices, and (3) properly document the results of their decisions and retain appropriate records.
- d. Pay Transparency. BOGC agrees to conduct a pay transparency review to confirm its commitment to compliance with 41 CFR 60-1.35. BOGC's review will include confirming policy dissemination through BOGC's handbook and review its location to confirm pay transparency posters are displayed.

VII. Technical Violations and Remedies

1. **VIOLATION:** During the review period of March 28, 2011 to March 28, 2013, BOGC failed to develop and execute action-oriented programs designed to correct any problems areas identified pursuant to 41 CFR § 60-2.17(b) and to attain established goals and objectives, as required by 41 CFR § 60-2.17(c). Specifically, BOGC identified areas of underutilization in 1A: MGR II – Administrative for minorities and women; 1B: MGR II – Construction for women; 1C: MGR II – Engineering for women; and 1G: MGR II – Design/Drafting for women. However, the contractor failed to make good-faith efforts to recruit qualified minority and female candidates in the job groups where placement goals were established.

REMEDY: BOGC will develop and execute action-oriented programs designed to correct any problem areas identified pursuant to 41 CFR § 60- 2.17(b) and to attain established goals and objectives, as required by 41 CFR § 60- 2.17(c). Specifically, BOGC will make good faith efforts designed to recruit qualified women and minorities as applicable for the job groups in which placement goals were established.

2. **VIOLATION:** OFCCP found that BOGC failed to preserve personnel or employment records in accordance with the requirements of 41 CFR § 60-1.12(a) and (e). On January 15, 2015, OFCCP requested that BOGC submit the 2010 – 2012 performance evaluation ratings for each employee. On February 5, 2015, BOGC submitted partial data regarding performance evaluations. Specifically, of 2,428 employees the contractor only submitted 463 ratings for 2010 (19.0%), 491 ratings for 2011 (20.2%), and 653 ratings for 2012 (26.8%).

REMEDY: BOGC will keep and preserve complete and accurate personnel and employment records, in accordance with 41 CFR 60-1.12(a) and (e), and will keep and preserve those records for a period of not less than two years from the date of the making of the record or the personnel action, whichever occurs later.

VIII. OFCCP Monitoring Period

1. **Recordkeeping.** BOGC agrees to retain all records relevant to the violations cited in Sections III and VII above and the reports submitted in compliance with Paragraph 2, below. These records include underlying data and information such as Human Resources Information System (HRIS) and payroll data, job applications and personnel records, and any other records or data used to generate the required reports. BOGC will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.
2. **BOGC Reports.**
 - a. **Schedule and Instructions.**
 - i. *Progress Report on compliance with Part V.* BOGC agrees to submit the following: By July 1, 2021 and July 1, 2022, BOGC will report to the OFCCP Pay Adjustments made in accordance with Part V of this Agreement ("Progress Report"). The Progress Report will contain the employee name, employee ID, and gender of the recipient of the Pay Adjustment, and the adjustment amount. BOGC will certify in the Progress Report that the Pay Adjustment was identified in the model in Attachment D and that the Pay Adjustments in the aggregate satisfy BOGC's obligations under Part V and Attachment D. Both parties will treat Attachments A, D, and any Progress Report or information BOGC provides to OFCCP under this Agreement as (a) privileged and/or confidential, and (b) commercial and/or financial information. OFCCP will protect from disclosure such information or materials from disclosure to the maximum extent permitted by law.
 - ii. *Documentation of monetary payments to all Eligible Class Members as specified in Part IV (3).* The documentation must include the names of all Eligible Class Members who were paid, and, for each Eligible Class Member, the number and

the amount of the check and the date the check cleared the bank. BOGC must provide OFCCP with copies of all canceled checks upon request. BOGC shall provide these reports by the due dates listed in the Timeline.

- iii. A statement from BOGC confirming that it conducted its annual self-analysis of pay as described in Part VI above and that unexplained and statistically significant disparities, if any, based on gender have been remedied through salary adjustments.
- iv. Documentation of any revised compensation policies and procedures as described in Part VI above.
- v. Documentation of training on equal opportunity in compensation training, as described in Part VI above.
- vi. Confirmation of the pay transparency review, as described in Part VI above.

b. BOGC will submit reports to:

District Director Karen N. Hyman
2320 LaBranch Street, Suite 1103,
Houston, TX 7704, (b) (6), (b) (7)(C)@dol.gov

- c. Reports on Modifications to Personnel Practices.** In each Progress Report BOGC will report on all modifications of personnel practices made to date pursuant to the Agreement and provide documentation of its compliance with the remedy provisions of this Agreement. If any of the relevant documents such as job postings or policies have not been modified since being provided during a prior reporting period, a statement to that effect is sufficient.

- 3. Close of Monitoring Period and Termination of Agreement.** This Agreement shall remain in effect until the monitoring period is completed. The monitoring period will close once OFCCP accepts BOGC's final progress report as set forth in Part II, Paragraph 10 above. If OFCCP fails to notify BOGC in writing within sixty (60) days of the date of the final progress report that BOGC has not fulfilled all of its obligations under the Agreement, OFCCP will be deemed to have accepted the final report and the Monitoring Period and this Agreement will terminate. If OFCCP notifies BOGC within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines BOGC has met all of its obligations under the Agreement.

IX. SIGNATURES

The person signing this Agreement on behalf of BOGC personally warrants that he or she is fully authorized to do so, that BOGC has entered into this Agreement voluntarily and with full knowledge of its effect, and that execution of this Agreement is fully binding on BOGC.

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Bechtel Oil, Gas, and Chemical Houston, 3000 Post Oak Blvd., Houston, TX 77056.

(b) (6), (b) (7)(C)

Maurissa Douglas Rogers
Senior Vice President Manager of
Functions
Bechtel Oil, Gas, & Chemicals, Inc.
Houston, TX 77056

29-April-2021

DATE: _____

(b) (6), (b) (7)(C)

Melissa L. Speer
Regional Director
Southwest and Rocky Mountain Region

DATE: 4-30-2021

Attachments:

- A. List of Affected Employees
- B. Timeline
- C. Notice Documents
- D. Statistical Model
- E. Information Verification Form
- F. Release of Claims Under Executive Order 11246

ATTACHMENT A

List of Affected Class Members

Count	Job Titles	Employee Name	Employee ID
1	CSA Engineer	(b) (6), (b) (7)(C)	
2	CSA Engineer		
3	CSA Engineer		
4	CSA Engineer		
5	CSA Engineer		
6	CSA Engineer		
7	CSA Engineer		
8	CSA Engineer		
9	CSA Engineer		
10	CSA Engineer		
11	CSA Engineer		
12	CSA Engineer		
13	Electrical Senior Engr. I		
14	Electrical Senior Engr. I		
15	Electrical Senior Engr. I		
16	Electrical Senior Engr. I		
17	Control Systems Engr II		
18	Project Engr. Sr. Engr.		
19	Project Engr. Sr. Engr.		
20	Project Engr. Sr. Engr.		
21	Project Engr. Sr. Engr.		
22	Sr. Package Equip. Engr.		

ATTACHMENT B Timeline

Company Name: BOGC

Effective Date of Conciliation Agreement:

04/30/2021

Action Required		Number of Calendar Days from Effective Date	Due Date
1	BOGC will send copies of the Notice, Verification Form and Release including a postage-paid return envelope, by first class mail to the best available mailing address for each Affected Employee.	15	05/15/2021
2	If envelopes from the initial mail notice are returned with forwarding addresses, BOGC will re-mail the Notice Documents within five (5) days of receipt of the forwarding address	TBD	
3	Based on the response to the initial mailing, BOGC will provide OFCCP the names of individuals who did not respond to the Notice Documents or submit both documents required to participate in the settlement	45	06/14/2021
4	OFCCP will provide BOGC with updated information for the second mailing.	55	06/24/2021
5	BOGC will send a second mail distribution to Affected Employees who fail to respond to the first mailing.	60	06/29/2021
6	The final deadline for any Affected Employee to respond to the Notice and Timeline Documents will be 90 days from the Effective Date.	90	07/29/2021
7	BOGC will establish the Final List and submit it to OFCCP.	95	08/03/2021
8	OFCCP shall make the final determinations of eligibility and return to BOGC the individual back pay amounts.	105	08/13/2021
9	BOGC will issue checks or make electronic payments to each Eligible Class Member in the stated amount.	110	08/18/2021
10	BOGC will provide OFCCP with copies of cancelled checks or electronic documentation of all payments to Eligible Employees, including the amounts paid, the date payment was sent, the date payment was received or the check cashed, and any uncashed or returned checks. In the event of a second distribution, BOGC will provide similar documentation on the second distribution.	TBD	
11	Any check that remains uncashed 180 days after the initial date the check was mailed to the Eligible Class Member will be void. With respect to any uncashed funds, BOGC will make a second distribution to all Eligible Class Members who cashed their first check.	180	02/14/2022

12	Progress Report 1: BOGC will provide the following report: 1) Employee name, employee ID, gender, and current salary as the of the snapshot date for every employee in the PAG and job titles as of the snapshot date April 1, 2021, and 2) Recommended salary adjustments for the female employees in the PAG and job titles, and 3) A statement from BOGC confirming that it conducted its annual self-analysis of pay and that unexplained and statistically significant disparities, if any, based on gender have been remedied through salary adjustments, and 4) Documentation of any revised compensation policies and procedures, and 5) Documentation of training on equal opportunity in compensation training, and 6) Confirmation of the pay transparency review.		05/15/2021
13	OFCCP will approve the proposed 2021 salary adjustments.		06/01/2021
14	BOGC will institute all 2021 annual pay equity adjustments.		06/15/2021
15	BOGC will report to the OFCCP the 2021 Pay Adjustments made in accordance with Part V of this Agreement.		07/01/2021
16	Progress Report 2: BOGC will provide the following report: 1) Employee name, employee ID, gender, and current salary as the of the snapshot date for every employee in the PAG and job titles as of the snapshot date as of April 1, 2022, and 2) Recommended salary adjustments for the female employees in the PAG and job titles, and 3) A statement from BOGC confirming that it conducted its annual self-analysis of pay and that unexplained and statistically significant disparities, if any, based on gender have been remedied through salary adjustments, and 4) Documentation of any revised compensation policies and procedures, and 5) Documentation of training on equal opportunity in compensation training, and 6) Confirmation of the pay transparency review.		05/15/2022
17	OFCCP will approve the proposed 2022 salary adjustments.		06/01/2022
18	BOGC will institute all 2022 annual pay equity adjustments.		06/15/2022
19	BOGC will report to the OFCCP the 2022 Pay Adjustments made in accordance with Part V of this Agreement.		07/01/2022
20	BOGC will report any additional salary adjustments as required by Attachment D.		07/31/2022

Progress Report		Due Date
First Report Due:		05/15/2021
Second Report Due:		07/01/2021
Third Report Due:		05/15/2022
Fourth Report Due:		07/01/2022
Fifth Report Due (If necessary):		07/31/2022
Expiration date of CA (sixty days after receipt of the final progress report or on the date the District Director gives approval of the final report, whichever occurs earlier):		09/29/2022

ATTACHMENT C

NOTICE TO AFFECTED CLASS

Dear [name]:

Bechtel Oil, Gas & Chemicals, Inc. (BOGC) and the Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) have entered into a Conciliation Agreement (Agreement) to remedy the violations of Executive Order 11246 (E.O. 11246) that OFCCP found during an April 2013 compliance review of BOGC's Houston facility located at 3000 Post Oak Blvd, Houston, TX 77056. OFCCP's analysis showed statistical disparities in pay between men and women. BOGC has not admitted to any violation of E.O. 11246 and there has not been any adjudicated finding that BOGC violated any laws. OFCCP and BOGC entered into the Agreement to resolve the matter without resorting to further legal proceedings.

You have been identified as one of the individuals who worked in a position located in the [insert PAG or job title]. Under the Agreement, you may be eligible to receive a payment representing a pro rata share of back pay and interest (less deductions required by law). Under the terms of the Agreement it may take up to [number] months from the date of this letter before you receive your payment. In order to be eligible for a payment, you must complete, sign, and return the enclosed Information Verification and Release of Claims Forms. These forms should be mailed as soon as possible to the address below. **In order for you to be eligible to participate in the settlement, your documents must be received by [insert date by which class members must respond].**

[Name]
[Position]
[BOGC]
[Address]

You may use the enclosed postage-paid return envelope to return the completed and signed Information Verification and Release of Claims Forms.

If you have any questions you may call BOGC Human Resources Manager, Magaly Cruz Arciniega, at 713-235- [redacted] or email OFCCP Compliance Officer [redacted] at [redacted]@dol.gov. Your message will be returned as soon as possible.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENT(S) TO BOGC BY [insert date by which class members must respond], YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT.

Sincerely,

[Name]

Enclosures

Information Verification Form
Release of Claims Form

ATTACHMENT D

SALARY ADJUSTMENTS METHODOLOGY

In accordance with Part V of the Agreement, BOGC will allocate \$50,000 for annual pay adjustments. If the Pay Adjustments in 2021 are less than \$50,000, BOGC will use the differential between the Pay Adjustment for the immediate proceeding year 2022. BOGC will determine salary adjustments based on compensation analyses conducted using the snapshot dates April 1, 2021 and April 1, 2022. After BOGC has completed its compensation analyses and determined the amount of salary increases for females currently in the PAG and job titles listed below, BOGC will send a report to OFCCP for review and approval before the salary adjustments are implemented.

This report will include:

- 1) Employee name, employee ID, gender, and current salary as the of the snapshot date for every employee in the PAG and job titles, and
- 2) Recommended salary adjustments for female employees in the PAG and job titles.

These reports will be due May 15, 2021 and May 15, 2022, and OFCCP will approve the proposed salary adjustments by June 1, 2021 and June 1, 2022. BOGC will institute all annual pay equity adjustments by June 15, 2021 and June 15, 2022. Once BOGC makes the approved salary adjustments, the reports on these salary adjustments will be due July 1, 2021 and July 1, 2022.

OFCCP may request additional information to confirm the salary adjustments, such as the factors used in BOGC's compensation regression. These factors may include but not limited to grade, time in grade, other time in company, certification, hardship location, years post bachelors education, FLSA overtime status. BOGC may submit addition factors for OFCCP to consider.

Salary adjustments will be distributed to all females currently employed until all \$50,000 is spent (whether or not they were in the original snapshot analyses of April 1, 2013). Salary adjustments will be allocated to all females currently employed in the PAG or job title in the order listed below:

- CSA-Engineer
- Electrical Senior Engineer I
- Controls Systems Engineer II
- Project Engineer Senior Engineer
- Senior Package Equipment Engineer

Salary adjustments are calculated and awarded in addition to any increase female employees would be entitled to (i.e., merit increases or bonuses). For any money not allocated to female employees in the PAG and job titles listed above, BOGC will use the remaining funds in year

2022 for *any* salary adjustments for *any* female employees at this location by July 31, 2022. If there is any money left after the salary adjustments, BOGC will use the money for programs that benefit current female employees, for example sponsoring an event for Women in Bechtel, or a donation to a local university's STEM program. None of the \$50,000 set aside for salary adjustment can revert to BOGC.

BOGC may opt to have OFCCP conduct its analyses for salary adjustments. In this instance, by April 30, 2021 and April 30, 2022, BOGC will submit the information described in item 1 listed above, as of the snapshot date of April 1st for each respective year. By June 1, 2021 and June 1, 2022 OFCCP will provide BOGC the calculated salary adjustments. These adjustments would be allocated to all females in the PAGs and job titles previously listed and in the same manner as described above. For any money not allocated to female employees in the PAG and job titles listed, BOGC will use the remaining funds in year 2022 for any salary adjustments for female employees in the PAG and job titles listed above at this location by July 31, 2022.

ATTACHMENT E

INFORMATION VERIFICATION FORM

You must complete this form in order to be eligible for the monetary payment under the terms of the Conciliation Agreement (Agreement) between BOGC and the Department of Labor's Office of Federal Contract Compliance Programs. Please print legibly, except for the signature.

Name: _____

Address: _____

Telephone Nos.: Home _____ Cell _____ Work _____

Email _____

Notify BOGC at the address below if your address, email address or phone number changes within the next twelve (12) months.

Your Social Security Number (to be used for tax purposes only): _____ - _____ - _____

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO THE ADDRESS BELOW BY [DATE CLASS MEMBERS MUST RESPOND], YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT.

[Name]
[Address]

I, (print name) _____, certify the above is true and correct.

Signature

Date

ATTACHMENT F

RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246

PLEASE CAREFULLY READ THE ENCLOSED NOTICE BEFORE COMPLETING THIS RELEASE. YOU MUST RETURN A SIGNED RELEASE TO RECEIVE MONEY FROM THE SETTLEMENT.

This Release of Claims (Release) under Executive Order 11246 is a legal document. The document states that in return for Bechtel Oil, Gas & Chemicals, Inc. (BOGC) paying you money, you agree that you will not file any lawsuit against BOGC for allegedly violating Executive Order 11246 in its compensation on the basis of gender. It also says that BOGC does not admit it violated any laws. This Release says you had sufficient time to look at the document, to talk with others about the document, including an attorney if you choose, and that no one pressured you into signing the document. Finally, it says that if you do not sign and return the document by a certain date, you will not receive any money.

In consideration of payment of at least \$ _____ (less deductions required by law) by BOGC to me, which I agree is acceptable, I (printname) _____ agree to the following:

I.

I hereby waive, release and forever discharge BOGC, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, directors, officers, employees, agents, successors, and assigns, of and from any and all actions, causes of action, damages, liabilities, and claims arising out of or actionable under Executive Order 11246 which I or my representatives (*heirs, executors, administrators, or assigns*) have or may have which relate to my compensation as a [position] on the basis of my gender at any time prior to the date of my signature on this Release. By signing this agreement, I agree that I have been made whole for any claim that could have been brought under Executive Order 11246 relating to my compensation with BOGC through the Effective Date of this Release.

II.

I understand that BOGC denies that it treated me unlawfully or unfairly in any way and that BOGC entered into a Conciliation Agreement with the U.S. Department of Labor, Office of Federal Contract Compliance Programs (OFCCP) and agreed to make the payment described above to resolve alleged disparities in compensation and to resolve the matter without further legal proceedings in the compliance review initiated by OFCCP on March 26, 2013. I further agree that the payment of the aforesaid sum by BOGC to me is not to be construed as an admission of any liability by BOGC.

III.

I declare that I have read this Release and that I have had a full opportunity to consider and understand its terms and to consult with my advisors and seek legal advice. I further declare that I have decided of my own free will to sign this Release.

IV.

I understand that if I do not sign this Release and return it to the contact listed on the enclosed Notice to Affected Class Members, by the deadline listed on the Notice, I will not be entitled to receive any payment (less deductions required by law) from BOGC.

IN WITNESS WHEREOF, I have signed this document on this ____day of _____, 2021.

Printed Name

Signature